



**SOLICITATION, OFFER, AND AWARD (Continued)***(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

LAKESHORE ENGINEERING SERVICES INC

385 MIDLAND  
HIGHLAND PARK MI 4820315. TELEPHONE NO. *(Include area code)*

(313) 535-7882

16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**CODE  
1FSD8FACILITY CODE  
1FSD8

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS***(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN  
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

**SEE SCHEDULE**

22. AMOUNT

**\$1,798,921.90**

23. ACCOUNTING AND APPROPRIATION DATA

**See Schedule**

24. SUBMIT INVOICES TO ADDRESS SHOWN IN

*(4 copies unless otherwise specified)***ITEM**

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐

10 U.S.C. 2304(c)

(1)

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41 U.S.C. 253(c)

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26. ADMINISTERED BY

CODE

DETROIT AREA OFFICE  
6309 W. JEFFERSON, BLDG. 414  
DETROIT MI 48209

27. PAYMENT WILL BE MADE BY:

CODE

T0B0200

U S ARMY CORPS OF ENGINEERS FINANCE AND  
5700 WASP AVENUE  
MILLINGTON TN 38054**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**☒**28. NEGOTIATED AGREEMENT***(Contractor is required to sign this*

*document and return 1 copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. REF: W911XK-05-R-0004

☐**29. AWARD** *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER

*(Type or print)*

WANDA C CARTER-DAVIS / ADDED BY SUMI

30B. SIGNATURE

30C. DATE

TEL: 313 226-5148

EMAIL: W

31B. UNITED STATES OF AMERICA

BY



31C. AWARD DATE

08-Jul-2005

Section SF 30 - BLOCK 14 CONTINUATION PAGE

AMENDMENT 0001

**CHANGES TO SPECIFICATIONS**

**CHANGES TO DIVISION 00 – SOLICITATION, OFFER, AND AWARD**

SECTION 00700 – Page 17 of 19

Drawings No. 2, 5, 6, and 7 are revised as of the date of this amendment, but not reissued.

**CHANGES TO DIVISION 01 - GENERAL REQUIREMENTS**

**SECTION 01100 – SPECIAL PROJECT PROCEDURES**

DELETE: 1.5.2 Work Period Restrictions

ADD: 1.5.2 Work Period Restrictions

No work is allowed at the project sites during the following periods:

- a. Holiday periods as follows:
  - (1) 6 p.m. 1 July to 6 a.m. 5 July 2005
  - (2) 6 p.m. 2 September to 6 a.m. 6 September 2005
  - (3) 6 p.m. 23 November to 6 a.m. 28 November 2005
  - (4) 6 p.m. 23 December to 6 a.m. 2 January 2006
- b. Major League All Star Game 6 a.m. 06 July to 6 p.m. 12 July 2005  
Rain Date is 13 July 2005
- c. Freedom Festival 6 p.m. 28 June to 6 a.m. 30 June 2005  
Rain date for Freedom Festival is 30 June 2005

Noise generating activities such as, but not limited to, pile driving, concrete breaking, and jackhammering are not allowed between 8 p.m. and 7 a.m. daily. The Government's on-site representative will make the final determination of which activities are allowed between 8 p.m. and 7 a.m. daily.

The above-stated no-work periods, as applicable, are included in the number of calendar days within which the Contractor is required to complete the work as established in CLAUSE titled "COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK" and therefore the above-stated no-work periods will not entitle the Contractor to additional time for completing the work.

**SECTION 02455A – CAST-IN-PLACE CONCRETE PILES, STEEL CASING**

Paragraph 1.2, "BASIS FOR BIDS"

DELETE: Sentence, "All piles shall be driven a minimum of 2 feet into the hardpan".

Paragraph 1.3.3, "Load Tests"

DELETE: Sentence, "The contract includes 3 pile load test."

ADD: Sentence, "The contract includes 1 pile load test"

Paragraph 3.2.1.1 "Pile Driving"

DELETE: Sentence, "All piles shall be driven a minimum of 2 feet into hardpan."

#### **SECTION 02464A – METAL SHEET PILING**

Paragraph 1.2 "UNIT PRICES"

DELETE: "Steel Sheet Piling, Type PZ-27, Grade 60 or equivalent sheet."

ADD: "Steel Sheet Piling, Type PZ-27, Grade 50 or equivalent sheet."

Paragraph 2.1 "METAL SHEET PILING"

DELETE: "Metal sheet piling shall be hot-rolled steel sections conforming to ASTM A 572/A 572M, Grade 60, Type PZ-27 (or equivalent section) cold-formed steel sections formed from hot-rolled steel meeting the chemical and mechanical requirements of ASTM A 572/A 572M, Grade 60, Type PZ-27 (or equivalent section)."

ADD: "Metal sheet piling shall be hot-rolled steel sections conforming to ASTM A 572/A 572M Grade 50, Type PZ-27 (or equivalent section) cold-formed steel sections formed from hot-rolled steel meeting the chemical and mechanical requirements of ASTM A 572/A 572M Grade 50, Type PZ-27 (or equivalent section)."

#### **DRAWINGS:**

Change the note "Required PZ-27, or equal steel sheet pile wall with HP 12X53 in each pan (North Side Only) is deleted and substitute "Required PZ-27, or equal steel sheet pile wall with HP 12X53 in each pan (North Side Only) or PZ-35", wherever it occurs on the drawings. Sheet 2, Future Dredge Profile; on Sheet 5, Plan of Required Work; on Sheet 6, Section C and Section D; on Sheet 7, Typical Concrete Seawall Cross Section and Typical Battered Pile Detail are revised as above.

END OF AMENDMENT

#### **CHANGES TO SPECS**

- 1) Raise the platform bottom to 576.2.
- (2) The project superintendent/CQC System Manager can act as the SSHO.
- (3) Dynamic Load test is acceptable at 2.5 times the design capacity of the pipe piles, which is 250 tons.
- (4) Delete the battered piles along the SSP wall.
- (5) Bid Schedule is modified to add the following: CLIN 0005, Mob/Demob, Bonds, Insurance and as-built drawings, Lump Sum.
- (6) The pipe piles for the mooring bollard are to be installed per the drawings.
- (7) PZ 35 grade 50 SSP will be used for the entire length of the SSP wall.

- (8) Metal decking will be used for the bottom form of the platform and the metal decking will be left in place.
- (9) Raising the platform deck reflects longer pipe piles and PZ 35 SSP, not a change in tip elevation of the pipe piles or the PZ 35 SSP.
- (10) The electrical is not powered. Others will do this.
- (11) Concrete price is based on the RFP drawings and will be adjusted when the final design is provided.
- (12) The access will be joint between the contractor and a contractor working for the Port Authority.

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Detroit River Pedestrian Walkway in accordance with drawings and specifications.  THE PR&C FOR THIS PROJECT IS W56MES-5179-0230.	1	Lump Sum	\$770,640.80	\$770,640.80
				NET AMT	\$770,640.80
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	85' Vertical Concrete Filled Pipe Piles	6,688	Linear Foot	\$58.00	\$387,904.00
				NET AMT	\$387,904.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Detroit River Shoreline Protection - Steel Sheet Piling	7,310	Square Foot	\$73.01	\$533,703.10

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NET AMT	\$533,703.10
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Mob-Demob, As-built & Bonds	1	Lump Sum	\$82,649.00	\$82,649.00

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NET AMT	\$82,649.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Mooring Bollard and Pipes	1	Each	\$24,025.00	\$24,025.00

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NET AMT	\$24,025.00
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## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996

52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready

for use not later than 180 calendar days after receipt of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

#### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$793.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

#### 52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegates to the U.S. Army Corps of Engineers the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the U.S. Army Corps of Engineers shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the U.S. Army Corps of Engineers.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the U.S. Army Corps of Engineers Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

## 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No with the Corps of Engineers to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The Lakeshore Engineering hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the Corps of Engineers with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the Corps of Engineers.

(4) That it will notify the **Corps of Engineers** Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Corps of Engineers.

(End of clause)

## 52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JAN 2005)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the

manufacture of the construction material.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
<hr/>			
Item 1			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....
Item 2			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

#### 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular

570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE  
MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region II. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by topographic and hydraulic surveys.
- (b) Weather conditions: The Contractor shall investigate and satisfy itself as to all hazards likely to arise from weather conditions during the performance of its work.
- (c) Transportation facilities: The Contractor shall investigate and obtain the necessary information and data as to the availability and use access roads, highways and railroad facilities to the work site. The Contractor shall obtain necessary permits to operate on or cross public highways, roads and railroads.
- (d) Use of Project: Project area usage is at the Contractor's risk. The Contractor shall be responsible for damages that be suffered due to its operations. See technical specifications and drawings for additional information regarding physical data.

(End of clause)

#### 252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

(To be completed by the Contracting Officer at the time of award)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

#### 252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
  - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
-------	------	-------------

- |    |  |  |
|----|--|--|
| 1  | COVER SHEET                                    |  |
| 2  | BENCHMARK INFORMATION, LEGEND, & GENERAL NOTES |  |
| 3  | SITE SURVEY/EXISTING CONDITIONS                |  |
| 4  | EXISTING CROSS SECTIONS                        |  |
| 5  | PLAN OF REQUIRED WORK                          |  |
| 6  | REQUIRED CROSS SECTIONS                        |  |
| 7  | DETAILS  |  |
| 8  | DETAILS  |  |
| 9  | BOLLARD BASE/PILE CAP DETAILS                  |  |
| 10 | PAVING & DRAINAGE PLAN                         |  |
| 11 | ELECTRICAL DETAILS                             |  |
| 12 | REAL ESTATE                                    |  |

#### REFERENCE DRAWINGS:

- |   |      |                           |
|---|------|---------------------------|
| 1 | OF 2 | SITE SURVEY SECTION 14    |
| 2 | OF 2 | SITE SURVEY DETAILS       |
|   |      | FENDER PILING AND DETAILS |

(End of clause)

## Section 00800 - Special Contract Requirements

**ACCOUNTING AND APPROPRIATION DATA**

AA: 96X31220000 082427 3230176H8H167159 NA 96203  
 AMOUNT: \$316,758.34

AB: 96X88620000 08247 323007LH9B167159 NA 96203  
 AMOUNT: \$1,482,163.56

**SPECIAL CLAUSES**

## Section 00800 – Special Contract Requirements

**WEATHER DAYS**

- i. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (31 OCT 89)(ER 415-1-5)
  - a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled “DEFAULT (FIXED-PRICE CONSTRUCTION).” In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:
    - (1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
    - (2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault of or negligence of the contractor.
  - b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor’s progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
 WORK DAYS BASED ON 7-DAY WORK WEEK**

JAN	FEB	MAR	APR	MAY	JUN
31	28	31	30	6	7
JUL	AUG	SEP	OCT	NOV	DEC
6	6	5	4	8	31

- c. Upon knowledge of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC Report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for fifty percent (50%) or more of the contractor’s scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather days exceeds the number of days anticipated in Subparagraph b above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE entitled “DEFAULT (FIXED PRICE CONSTRUCTION).”

## U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-16 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

**HEALTH AND SAFETY STANDARDS:** The facilities, systems and equipment design standards of the occupational Safety and Health Act, Code of Federal Regulations, Title 29, Chapter XVII, Parts 1910 and 1926, or EM 385-1-1, U.S. Army Corps of Engineers, Safety and Health Requirements Manual, whichever is more stringent, will be incorporated into all Engineering, Design and Analysis furnished, pursuant to this contract. Any problem in incorporating these standards due to conflicts with other technical criteria will be promptly submitted to the Contracting Officer for decision.

Contractor shall abide by the Safety Requirements specified EM 385-1-1.

**Partnering**

**The Government intends to encourage the formation of a cohesive partnership with the Contractor. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objective is effective contract performance in achieving completion within budget, on schedule and in accordance with plans and specifications. This partnership between the Contractor and the Government will be voluntary and its implementation will not be part of the contract requirements nor will it result in a change to contract price or terms.**

**It is anticipated that immediately after the preconstruction conference, the appropriate Contractor's key personnel and Government key personnel will attend a 2-day team building workshop. Follow-up workshops of 1 or 2 days duration may be held periodically throughout the duration of the contract as agreed to by the Contractor and the Government. Costs of the facilitator and facilities for the workshops will be shared equally by the participants.**